



CITY OF TEMPE  
POLICE OFFICERS ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
(MOU)

July 1, 2003

As per Tempe City Code 2-400 ET SEQ

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## **PREAMBLE**

This Memorandum of Understanding is made and entered into between the City of Tempe, Arizona, hereinafter referred to as "City," and the Tempe Officers Association, hereinafter referred to as "Association," under the authority of Tempe City Code 2-400 et seq.

**WHEREAS** the Parties, through their designated representatives, met and conferred in good faith pursuant to Tempe City Code 2-400 et seq. in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Unit.

**NOW THEREFORE**, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Tempe for its consideration.

## **ARTICLE 1 DEFINITIONS**

### **Police Unit**

Police Officers up to and including Sergeants, but excluding all other classes above the rank of Sergeant and all non-sworn Police Department employees.

### **Breach**

A breach refers to an alleged violation of the provisions outlined in this MOU. The process for initiating a breach is provided in Article 18 (Procedures of Alleged Breach for MOU).

### **Grievance**

A grievance refers to a specific alleged violation of City Personnel Rules and Regulations initiated by or on behalf of an individual. The process for initiating a grievance is outlined in City Personnel Rules and Regulations, Rule 6, Section 605.

## **ARTICLE 2 PROVISO FOR EXISTING BENEFITS**

For the purpose of expediting the Meet and Confer process leading to agreement on a Memorandum of Understanding for the July 2003 fiscal year, the Parties agree to the following Proviso which shall expire on June 30, 2005, unless renewed in writing by subsequent action of the Parties:

The Parties agree and Tempe City Code 2-400 et. seq. confirms that in the event of a conflict between the City of Tempe Personnel Rules and Regulations, Department General and Operations Orders, attachments thereto, other Council approved programs, and this Memorandum of Understanding (MOU), the Memorandum of Understanding shall apply to the conflicting issue. If there is no conflict between the above referenced documents, the Parties are governed by the Personnel Rules and Regulations, Department General and Operations Orders, attachments thereto, and other Council approved programs. In the event all such formerly referenced documents are silent on a particular issue, the City Manager and/or designee shall retain the right to exercise judgment on all such matters.

If, during the term of this Agreement, the City anticipates a substantive change in the benefits not included in this MOU, but provided to Unit Members through the City of Tempe Personnel Rules and Regulations and attachments thereto, Administrative Memorandum and other Council approved programs, the City shall meet with the Association explain the reasons for the change, discuss the potential impact of such changes prior to making such changes, and allow the Association to propose alternatives to the changes.

If the City intends to provide additional benefits to Unit Members, any such additional benefits will be discussed with the Association prior to implementation.

The referencing of the Personnel Rules and Regulations and other such policies and procedures herein does not make them an extension of this Memorandum of Understanding. Therefore, the process for an alleged breach of this MOU as contained in Tempe City Code 2-400 et. seq. or any procedure agreed to by the Parties for resolving allegations of an alleged breach of the Memorandum of Understanding, shall not be applicable under the proviso for existing benefits.

Any benefit provided by outside vendors (such as health insurance), and subject to cost increases outside the City's control, may cause a re-opening of this contract for the purposes of the affected benefit only. This negotiation process will exclude fact-finding.

### **Fiscal Crisis**

If, during the term of this Memorandum of Understanding the City of Tempe experiences loss of revenues or legal requirements, that if not resolved during the budget year would result in the layoff of Police employees or the serious curtailment of Police services provided to the citizens of Tempe, this Memorandum of Understanding may be reopened. This provision shall only apply if the general population of Police Department Employees is subject to the same or greater reduction of pay or benefits negotiated as a result of this re-opener provision. The following provisions shall apply to this circumstance:

1. The City shall notify the Association President in writing of the need to reopen this Memorandum of Understanding. Such notice shall include the reasons for the reopening and the anticipated amount of City-wide budget shortfall that needs to be resolved in order to alleviate the need to layoff Police Department employees or severely curtail Police services provided to the Citizens of Tempe.

2. The City shall supply the Association President with all available current budget information including, but not limited to, projected revenue shortfalls.

3. The Parties shall meet and confer/negotiate in a good faith effort to reach agreement on what, if any, reduction in pay and/or benefits shall occur for Unit Members in order to address the City's budget shortfall.

4. The meet and confer/negotiation process will be for a period of no more than thirty (30) calendar days. During this thirty (30)-day period, the Parties shall meet at least weekly, unless mutually agreed otherwise.

5. If the Parties are unable to reach an agreement on the issues identified for this process, the issues will be submitted directly to the City Council, which shall make a final determination. The determination of the City Council shall be final and binding on the Parties.

### **ARTICLE 3 RIGHTS OF THE CITY AND POLICE DEPARTMENT**

1. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. This Memorandum of Understanding (MOU) shall not limit that authority in any manner unless such limitation is expressly provided for by the specific terms of this MOU. There shall be no implied limitations on the rights of the City. In the event that this MOU, the City Personnel Rules and Regulations, other City Council approved programs, and/or the Department's General and Operations Orders are silent regarding a particular issue; the City Manager, or designees, shall retain the right to exercise judgment on such matter.

2. The Parties in partnership pledge cooperation to the increasing of departmental efficiency and effectiveness. The Association agrees to cooperate with the efforts of the Department to increase the diversity of the work force.

3. The City and the Police Chief have the responsibility and authority to schedule work and/or overtime in the manner most advantageous to the City; to discipline or discharge employees pursuant to the City Personnel Rules and Regulations (all disciplinary appeals are outside the procedure for an alleged breach contained in this MOU and Tempe City Code 2-400 et seq.); to hire, promote, reclassify, lay off and recall employees; to determine assignments and establish

methods and processes by which assignments are performed; to transfer employees within the Department in a manner most advantageous to the City; determine the methods or means by which operations and services are delivered; maintain the efficiency of City government in emergencies; and manage all matters not specifically prohibited by this Memorandum.

4. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the alleged breach procedure contained herein and in the City Ordinance.

5. The enumeration of the above rights and those in Tempe City Code 2-400 et seq., are illustrative only and is not construed as being all-inclusive.

#### **ARTICLE 4 RIGHTS OF THE ASSOCIATION**

1. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as described in this Memorandum of Understanding.

2. There shall be no use of City paid time for Association-related activities except as expressly authorized by this article. Association representatives have the right to release time subject to the following guidelines:

A. The Association may designate up to twelve (12) Association representatives, and shall notify the Chief of Police of such designations.

B. Association representatives will be released from duty with full pay to provide representation in a grievance hearing or disciplinary meeting with a Unit Member.

C. During the term of this Memorandum of Understanding (MOU), Association representatives will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives. Association representatives will also be released from duty to participate in any committee or task force established by this Memorandum.

D. It is understood and agreed that meetings such as those mentioned above shall be scheduled in such a manner as to minimize disruptions to service and to minimize overtime.

3. During each year of this Agreement, the City will provide 1000 hours to be utilized by the Association as determined by the Association President for the purpose of conducting Association/management related business. The Chief or

his/her designee must authorize the time utilized. The Association President will be responsible for complying with the following guidelines:

A. Time will not be authorized if it results in overtime for the Unit Member utilizing the time or if it creates an operational problem for the Department.

B. The activity to be engaged in cannot create a conflict of interest between the Association and the City of Tempe.

C. The time used must be considered in accordance with the overall mission and values of the City and must not negatively impact upon the relationship between the City and the Association.

D. Upon request, the Association shall provide the City with a quarterly report on the use of all City provided Association hours as specified in this section.

4. The City shall furnish bi-weekly to the Association a listing of Unit Members on City payroll deduction for Association dues. Included with the names, shall be the Unit Members' current job assignments. The Association agrees to use this list solely for purposes of communicating with Unit Members and will not share this information with other individuals or organizations.

5. The City agrees, in conformity with Tempe City Code 2-400 et seq., to deduct an amount specified in writing by the Unit Member and transmit such amount to the Association each pay period. Such deductions shall be made only when the Unit Member's earnings for such pay period are sufficient after other legally required deductions are made. The Association reserves the right to increase the amount withheld for all Unit Members pursuant to a generalized dues increase.

A. Unit Members may initiate, discontinue or amend payroll deductions at any time.

6. The City e-mail system will not be used for Association business. However, the Association President or his/her designee may use City e-mail to distribute notices of Association meetings and agendas, the monthly newsletter and the lists of exempted members for the July Fourth and New Year's Eve events. Additional exceptions may be made on a case-by-case basis with prior approval of the Chief or his/her designee.

7. The City shall provide bulletin boards in each work location for the exclusive use of the Association. The bulletin boards shall be readily available to Unit Members. The Association agrees material posted on the boards will not be political in nature or derogatory of any person or Association, or critical of management and/or their policies/decisions.

8. The Association may, at the discretion of the Chief, be allowed to talk to newly sworn police Officers solely to explain the rights and benefits of employment under the MOU. This time may be allotted during the post academy time of said Officers. In recognition of the Association as the official and exclusive employee organization, such time will not be provided to any other labor unions, trade groups, Associations, organizations, corporations, or entities offering employment-related services or representation of any type.

9. There shall be no implied rights beyond the specific terms of this Memorandum.

## **ARTICLE 5 RIGHTS OF UNIT MEMBERS**

1. All Unit Members have the right to have the Association serve as their exclusive “meet and confer” representative for the purposes designated in Tempe City Code 2-400 ET SEQ.

2. Unit Member has the right to be represented by the Association or a Unit Member as defined in City Code 2-400 et seq. in dealings with the City as specifically delineated in this memorandum.

A. When a Unit Member requests a representative on issues other than salary and/or benefits, that representative shall be either of the same rank or assigned to a different bureau.

1) To avoid potential operational conflicts, Sergeant Unit Members assigned to Patrol will not represent Officer Unit Members from a Patrol Bureau assigned to the same physical location.

B. If a Unit Member requests, representation will be allowed during scheduled or unscheduled investigatory interviews concerning allegations focused on the Unit Member, that if sustained, are likely to result in a suspension, disciplinary pay reduction, demotion, or termination.

C. For any unscheduled interview, the Association representative who is a City employee and a member of the Work Unit designated by the employee being investigated will respond within one hour and act as a silent witness during the interview. The Association representative will be allowed to meet with the Unit Member for up to 30 minutes prior to the beginning of the interview.

D. For any scheduled interview, the Unit Member has the right to bring a Silent Witness who is a City employee and member of the Work Unit designated by the employee being investigated to the scheduled time and place to act as a silent witness. No waiting period applies to scheduled interviews.



E. In both unscheduled and scheduled interviews, the Unit Member does not have the right to stop the interview once it has begun to request the presence of an Association representative.

3. Unit Members have the right to present their own grievance, in person or by an Association representative or other regular employee representative.

A. The Association maintains the right to be present during any meeting regarding an alleged breach of the Memorandum of Understanding. No person other than the Association may reach a written agreement with the City that interprets or alters the rights or benefits covered under this Memorandum.

4. Any Unit Member covered hereunder shall, on his/her request and by appointment, be permitted to examine his/her bureau, supervisor's working file, and Department and/or Human Resources' personnel file.

A. A Unit Member may, at his/her discretion, attach rebuttal statements to any material contained in his/her bureau or personnel file that may be adverse in nature.

B. Citizens' complaints about a Unit Member that are exonerated or unfounded (as these terms are defined in Department General Order 3.208 B.) will not be used in performance ratings or disciplinary actions.

5. Any Unit Member under investigation for a matter that may lead to a suspension, disciplinary pay reduction, demotion, or termination, and who is interviewed, shall be given a written notice of investigation informing him/her of the nature of the investigation, the specific allegations (including known dates, times, and locations) and his/her status in the investigation. The Unit Member may mechanically record such interview.

A. In the event a Unit Member does not record his/her interview, he/she may request a copy of the investigator's tape(s), if the investigator records the interview.

B. If any Unit Member who is the subject of an investigation is told not to speak to anyone regarding the investigation, this admonition does not apply to speaking either with legal counsel, health professionals, clergy, licensed counselors, spouse as defined by City of Tempe Rules and Regulations, or with the designated Association representative. The designated Association representative will be identified in writing. The designated Association representative must not be associated with the matter under investigation. Association representatives must refrain from discussing the investigation with anyone except the Unit Member, his/her legal counsel and/or the Association President, all of whom are required to maintain the confidentiality of the investigation.

1) A Unit Member may be instructed not to speak to a Tempe-employee spouse who is a principal or witness in the investigation.

C. Investigations involving Unit Members will be completed within a reasonable time, and when the investigation is completed, the Unit Member will be notified in writing of the findings.

1) On not more than a monthly basis, a Unit Member under investigation may request an update on the status of the investigation. The commander overseeing the investigation will provide a verbal summary of the progress of the investigation and an estimate on the time remaining to complete the investigation.

D. Upon completion of an investigation (if the allegations are sustained and may lead to suspension, disciplinary pay reduction, demotion, or termination), the following provisions shall apply:

1) The Unit Member will be issued Part I of the City's Disciplinary Action Form detailing the alleged disciplinary charges against the Unit Member.

2) At the time the Unit Member is given Part I, the Department will provide the Unit Member with a copy of the investigation and all attachments (for lengthy investigations, the Department may provide a CD-ROM containing the investigation and all attachments). The Unit Member will have five (5) calendar days to complete Part II of the Disciplinary Action Form. An extension may be granted by the Commander overseeing the disciplinary process.

3) Once Part II is complete, the Unit Member will be notified in writing of the findings on Part III of the Disciplinary Action Form and provided any changes to the investigation or attachments as a result of Part II.

4) Following the Part III notification, the Unit Member may request a meeting with the Part III decision-maker, who has the authority to modify the original Part III determination.

5) Realizing that in some cases there may be information that would be detrimental to the Department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be provided.

6) The Parties agree that the purpose of the language in this Article is to assist the Department in conducting a thorough investigation, not to in any way impede that investigation. The investigating Officer may take appropriate action to control and continue the investigation. In the event that the Department is not in complete compliance with the provisions of this article, this lack of compliance shall not in any way preclude the discipline of the Unit Member.

7) The time spent by the Association representatives who are City employees to participate in this process shall not result in any overtime payment, nor shall it be considered time worked for the purpose of computing overtime.

8) During work hours, Unit Members may be allowed to briefly consult with Association representatives who are City employees. Such time will not be allowed to the extent that it adversely affects the Department's operational needs.

E. Unit Members who are witnesses in an investigation have no right to a representative, and are required to participate truthfully as a condition of employment.

## **ARTICLE 6 WAGES**

### **1. Salary**

	<b>2003-2004 ANNUAL SALARY</b>	<b>2004-2005 ANNUAL SALARY</b>
<b>Police Officer</b>		
STEP 1	\$40,751	\$40,751
STEP 2	\$42,788	\$42,788
STEP 3	\$44,928	\$44,928
STEP 4	\$47,174	\$47,174
STEP 5	\$49,533	\$49,533
STEP 6	\$52,010	\$52,010
STEP 7	\$54,610	\$54,610
STEP 8	\$55,021	\$55,021

	<b>2003-2004 ANNUAL SALARY</b>	<b>2004-2005 ANNUAL SALARY</b>
<b>Police Sergeant</b>		
STEP 1	\$57,772	\$57,772
STEP 2	\$60,661	\$60,661
STEP 3	\$63,694	\$63,694
STEP 4	\$67,034	\$67,034

A. Unit Members shall advance one (1) step in the pay grade on their anniversary date.

1) For Police Officers, the anniversary date is the date of assignment into the Police Officer class following graduation from the academy or the date of hire for lateral entries. Police Officers will start at Step 1 upon graduation from the academy, except that lateral entries may be placed at a higher step upon hire.

2) For Sergeants, the anniversary date is the date of promotion into the Sergeant class. Sergeants will start at Step 1, except that any Sergeant promoted from police Officer at step 8 will start at Step 2. This policy applies to all Sergeants including those promoted prior to July 1, 2003, but does not include retroactive payment.

3) Any Sergeant working an off-duty assignment in an Officer's capacity will be compensated at step 1 Sergeant's pay as indicated in Article 6 (Wages). This does not include the three off-duty jobs "grandfathered" in during the original implementation date of this policy, which will convert to Step 1 Sergeant's pay when the incumbents vacate these off-duty jobs.

## 2. Retention Incentive Pay

A. In the last pay check in July and December in each year of the Memorandum, full-performing members who have completed a minimum of five (5) years of service will receive Retention Incentive Pay in semi-annual payments according to the following schedule:

<b>YEARS OF SERVICE</b>	<b>% OF BASE PAY</b>
5-9	1/2 %
10-14	1%
15-19	1.5%
20-24	2%
25+	2.5%

B. For Retention Incentive Pay, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS).

C. A Unit Member's Retention Incentive Pay will be based on his/her years of service as of the first day of the pay period beginning in July of each year. Half of the Retention Incentive Pay will be paid in July and the other half will be paid in December.

## **ARTICLE 7 MAXIMIZING STAFFING PLAN**

NOTE: Contingent upon Council approval, the Maximizing Staffing Plan will be included in the MOU in July 2003. This will be brought to IRS for discussion in June 2003.

1. If a Unit Member has been assigned to one of the following positions for more than twelve (12) months, that Unit Member will receive the indicated percent increase in his/her base pay for the duration of the assignment: The only exception to the (12) month period are Field Training Officers, Field Training Sergeants and Field Training Alternates:

<b>Position:</b>	<b>PAY</b>
Designated FTO Officers *	5%
Alternate FTO Officers*	5%
FTO Sergeants	3%
Patrol Sergeant w/ 2 or more FTO's	3%
Policy & Procedure Officers	3%
Accreditation Officers	3%
Narcotics/SEU Detectives	3%
Narcotics/SEU Haz-Mat Detectives	5%
Narcotics/SEU Sergeants	3%
Narcotics/SEU Haz-Mat Sergeants	5%
Gang Detectives	3%
Gang Sergeants	3%
EOD Detectives	5%
Solo Motors	3%
Traffic Sergeants	3%
MAIT Detectives	7%
MAIT Sergeants	5%
H & R Detectives	3%
Sex Crimes Detectives	7%
Sex Crimes Sergeants	5%
Homicide Detectives	7%
Homicide Sergeants	5%
All other CIB detectives	3%
All other\CIB Sergeants	3%

\* Alternate Field Training Officers (FTOs) will receive an additional five percent (5%) of Step 8 pay while engaged in recognized Field Training. The number of FTOs and Alternate FTOs will be determined by the Chief of Police based on the needs of the organization. The number of FTOs will be

determined one month before the Patrol shift bid begins. FTO and Alternate positions will be reviewed annually.

2. A Unit Member enrolled in the Deferred Retirement Option Program (DROP) will receive fifty percent (50%) of the City's contribution to the Public Safety Personnel Retirement System (PSPRS) as an increase in his/her base pay. In no event will the Unit Member receive less than a three percent (3%) increase in his/her base pay.

3. Effective July 1, 2003, Unit Members who have obtained their fifteenth (15<sup>th</sup>) year anniversary with the Department are eligible for a one-time, extended, four-week leave of absence as outlined by the parameters established for the program by the chief of police or his/her designee.

## **ARTICLE 8 DRUG TESTING**

1. The City and the Association will meet and discuss or provide a period for submission of written comments on any proposed substantive changes to the City's current policies regarding drug testing.

2. References to or results of any negative drug or alcohol test will not be placed in a Unit Member's personnel file and/or employment file. The results may be maintained as part of any investigation conducted in conjunction with the test.

## **ARTICLE 9 HOLIDAY AND VACATION BENEFITS**

1. Vacation Leave Accrual Schedule

<b>YEARS OF SERVICE MONTHLY</b>	<b>HOURS EARNED</b>
UP TO 5 YEARS	8
5 TO 9 YEARS	10
10 TO 14 YEARS	12
15 YEARS AND OVER	16

A. The Department shall maintain procedures for employees to follow in order to obtain approval to utilize paid leave.

B. For vacation leave accrual, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS).

2. Employees are allowed to convert accrued leave to cash in accordance with the City of Tempe Personnel Rules and Regulations.

3. In recognition of the fact that many Officers are required to work mandatory overtime at the July Fourth and New Year's Eve events, the following provisions shall apply:

A. Up to twelve (12) Unit Members will not be required to work on December 31, and up to eighteen (18) Unit Members will not be required to work on July Fourth. These exemptions include any combination of requests for vacation, holiday leave and/or release from mandatory overtime at the events, for a maximum of twelve (12) and eighteen (18) Unit Members off respectively. Requests for such exemptions shall be submitted through the Unit Members' chain of command no less than sixty (60) calendar days in advance of the event. Approval will be based upon seniority with the Tempe Police Department and operational exemptions as defined in section 3.B of this Article. The list of Exempted Unit Members will be provided to the Association no less than fifty (50) calendar days in advance of the event.

B. The Chief of Police his or her designee reserves the right to exempt critical/special skill positions, or other positions where the loss of multiple personnel would create an operational difficulty.

C. After the list of exempted members is provided to the Association in accordance with Section 3.A.1 of this Article, the Chief of Police or his/her designee may authorize hardship exemptions for additional Unit Members.

## **ARTICLE 10 HOURS & OVERTIME**

1. The normal regular duty hours for Unit Members shall be either:

A. Five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day workweek. These five (5) consecutive shifts will be preceded and followed by two (2) non-work days. The eight (8) duty hours per shift shall be consecutive.

B. Four (4) consecutive shifts of ten (10) hours in a seven (7) calendar day workweek. These four (4) consecutive shifts will be preceded and followed by three (3) non-work days. The ten (10) duty hours per shift shall be consecutive.

C. Alternative work schedules (e.g., 9/80' schedules) may be established by the Chief of Police or his/her designee after consulting with the Association as outlined in Section 2 below.

D. The Parties recognize that the Chief retains the right to establish and temporarily change work days and/or hours for employees in order to meet the operational needs of the Department. Normally, employees will be provided at least seven (7) calendar days notice of such change. In the event circumstances are such that seven (7) calendar days notice can not be provided, the employee will be provided as much notice as is reasonable, given the circumstances.

E. The established schedules for Unit Members assigned to uniformed functions that require immediate response to radio calls may include briefing time and 30 minute meal periods.

2. Prior to changing a work schedule as described above in section 1.A, 1.B, and 1. C, the following provisions shall apply:

A. The Chief or his/her designee shall inform the Association President of the proposed change and the anticipated date that such change would occur.

B. The Chief or his/her designee and the Association President shall fully discuss the proposed change(s), the impact on the Unit Members, and the advantages and disadvantages to the Department.

C. The Association will be allowed to propose alternatives to the Chief or his/her designee's proposal. The Chief may accept the proposals of the Association in whole, or in part.

D. If, after following steps A-C above, the Chief or his/her designee still finds it necessary to change employees' work days and/or hours, the Parties will cooperate in the implementation of the change in order to facilitate the transition.

E. The Chief or his/her designee will notify the Association President of the change in work schedules at least two (2) weeks prior to the change. There are some positions that by nature require scheduling and assignment flexibility. Members interested in these positions will be made aware of these requirements prior to their assignment to the position. Unit Members accepting these positions acknowledge the conditions as agreed upon by the TOA in this section of the MOU. These assignments include:

- 1) All Unit Members assigned to the Police Academy
- 2) All Unit Members assigned to the Special Investigations Bureau
- 3) All Unit Members assigned to the Action Team



4) All Unit Members assigned to a Task Force approved by the Chief of Police or his/her designee.

5) Other positions agreed upon between the Chief or his/her designee and the TOA during the course of this contract.

F. All Unit Members may accrue "comp time" per existing Department policy at a maximum of 80 hours.

## **ARTICLE 11 INSURANCE**

1. The City will continue to offer group health, dental, vision and life insurance options to the employees in the bargaining unit at premium costs of 100% for employees and 70% for dependent coverage.

2. Premiums for the insurance coverage offered to Unit Members are based upon the cost of benefits in a given year. The City reserves the right to implement changes in the amount paid by the City for both employee and dependent coverage. The amounts paid will be consistent for all employee groups.

3. The Parties acknowledge that changes in the benefits provided, premiums and the amount of co-payments may occur from time to time during the course of this Memorandum of Understanding (MOU). The City will share information with the Association as changes occur and, when appropriate, in advance of the changes being implemented.

4. An Employee's Health Insurance Evaluation Committee shall be established to examine issues related to the provisions and maintenance of health insurance for Unit Members and other City employees.

A. The Association shall be entitled to appoint a Unit Member to the Health Insurance Evaluation Committee related to the provision and maintenance of health insurance for Unit Members, including the reviewing of the Request for Proposal (RFP), the evaluation of the submitted proposals, and the recommendation of the preferred provider.

B. The City shall provide health insurance for members retiring from the City pursuant to the rules and procedures for retirement as defined under the Public Safety Retirement System and the City of Tempe policies and procedures regarding retire health insurance as may be amended.

1) The City will pay health insurance premiums for surviving spouse and surviving dependents, as defined by the Tempe Health Plan, if a Unit Member is killed in the line of.

## **ARTICLE 12 LIGHT-DUTY**

1. The purpose of the Light Duty policy is to attempt to provide assistance to employees who are recovering from a medically documented mental or physical illness or injury sustained on or off the job. If such illness or injury precludes an employee from performing the essential functions of his/her job, the City may provide work assignments consistent with the individual's skills and abilities, and will be such that the City will derive benefit.

2. During the period an employee is on light duty, the employee's base rate of pay will be maintained. Employees shall receive overtime pay after 40 hours of work in the workweek.

3. Light duty work is intended only for employees with temporary illness or injury, and may be provided only if there is a reasonable expectation that the employee can resume his/her duties within the time periods established by the City.

4. An employee on light duty shall not be eligible for both the holiday and the day off.

## **ARTICLE 13 SENIORITY**

1. Once during the term of the Agreement upon request, the City shall provide the Association with a list of Unit Members indicating each Unit Member's date of graduation from the academy with the City as a sworn police Officer and entry into his/her current classification title/rank.

2. Seniority shall be length of continuous service within a classification title/rank. If seniority within the classification title/rank is not determinative, then ranking on the Police Sergeant's examination and ranking upon graduation from the academy as a sworn police Officer shall prevail. Continuous service shall not be broken by an approved leave of absence with or without pay.

3. Seniority shall not be required to be used as a factor unless there is such specific requirement in this Memorandum of Understanding, Department orders, or the City's Personnel Rules and Regulations.

4. Lateral entries and Reserve Officers shall have seniority assigned by the Police Department subject to a maximum of one (1) year seniority upon hire.

5. In the event an employee is demoted, seniority shall be calculated as follows: The amount of continuous service in the rank from which the Officer was demoted will be added to the amount of continuous service in the rank to which he/she is being demoted. This provision applies to employees whose rank is outside the work unit if they are demoted to a rank within the work unit.

6. When it has been determined that a layoff is necessary, the selection of regular employees affected shall be based on seniority. For purposes of layoffs, seniority is defined as total years of continuous service (including years, months, and days) as a sworn City of Tempe Police Officer. DROP Participants are considered to have continuous service with the City. When two or more Unit Members hired on the same day are targeted for a layoff, Academy class standing shall be used as the determining factor.

#### **ARTICLE 14 SHIFT DIFFERENTIAL**

1. Shift differential will be paid for regularly scheduled work shifts, including any hours between 10:00 p.m. and 4:00 a.m.

2. When working a shift, which ends between the hours of 10:00 p.m. and 12:00 midnight, a Unit Member will be paid a shift differential of 55 cents an hour.

3. When working a shift, which includes work between the hours of 12:01 a.m. and 4:00 a.m., a Unit Member will be paid a shift differential of 70 cents an hour.

4. Shift differential is not paid to Unit Members on paid leave.

#### **ARTICLE 15 UNIFORM, CLOTHING & EQUIPMENT ALLOWANCES**

1. Unit Members are allocated \$760.00 per calendar year for uniform reimbursement as outlined by Department Policy.

2. Unit Members assigned to the Criminal Investigations Bureau and the Professional Services Bureau will receive the \$760.00 uniform reimbursement allowance as a lump sum payment. Unit Members assigned to either of these two bureaus are required to wear "professional attire," as defined by Department policy and they will receive an additional clothing allowance of \$400.00 per year.

3. The annual clothing allowance will be made in a lump sum on or before August 1 of each MOU year. If a Unit Member is transferred to Criminal Investigations or Professional Services after August 1, a prorated amount will apply.

4. At the beginning of each fiscal year, the Personnel Services Bureau will notify those Unit Members whose vests will expire and the need to replace their vests. Information will be provided as to whom the contract vendors are for the vests.

Each Unit Member will then be responsible for purchasing the vest of their choice (as long as it meets the requirement of Level iii a or above) and submitting the appropriate uniform reimbursement paperwork. Unit Members will be reimbursed from the department's vest account. The department will contribute \$1,000 towards each vest when a Unit Members' current vest reaches expiration. Any amount, up to \$250, spent over the \$1,000 provided may come from the Unit Member's individual reimbursement account. Any Unit Member purchasing a vest during this contract taking advantage of any vest upgrade above the Department's negotiated contract price is required to wear the vest at all times while in uniform.

## **ARTICLE 16 LABOR-MANAGEMENT COMMITTEE**

1. There shall be a Labor-Management Committee consisting of up to five (5) representatives of the Association and up to five (5) representatives of the Police Management. This does not include mutually agreed upon guests that are needed for discussions on particular topics. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.

2. The Committee shall meet at least quarterly at mutually scheduled times.

3. Any committee member/party who has an issue to discuss shall provide the other party with a proposed agenda at least five (5) days in advance of the meeting.

4. Representatives of the Association on the Committee who are Unit Members shall not lose regular pay for meetings conducted during his/her duty time. Participation in such meetings shall not result in overtime, nor shall the time spent in such meetings be considered time worked for the purpose of computing overtime. If necessary, the Department may allow Unit Members to change their schedule to attend meetings during duty hours.

5. In non-urgent situations, as determined by the Police Chief and/or his/her designee, proposed changes to the Police Department General and Operations Orders will be distributed to the Association in the same manner as generally provided to management staff, and may be discussed during Labor-Management meetings.

6. During the term of this MOU, the Labor-Management Committee will discuss the following topics:

- A. Educational requirements for promotion,
- B. Availability of Interpreters,
- C. Uniform standards and issued equipment, and
- D. Weapons of Mass Destruction Liaison with the Tempe Fire Department, and
- E. Departmental Transfer Policy.
- F. Tempe First Off-Duty Policy.

7. During the term of this MOU, the City Manager or his/her designee agrees to discuss potential changes to the City's current deferred compensation program.

## **ARTICLE 17 FITNESS**

1. If a Unit Member, while carrying out his/her official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.

## **ARTICLE 18 PROCEDURE FOR ALLEGED BREACH OF MOU**

### **1. Purpose**

The purpose of this alleged breach procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure. There shall be no other alleged breach or appeal procedure regarding the issues covered by this Memorandum of Understanding (MOU) for the employees in the Unit other than that contained in this article.

## 2. Definitions

A. A "breach" refers to an alleged violation of the provisions outlined in this MOU.

B. A "complainant" shall be any Unit Member or group of Unit Members or the Association.

C. "Days" shall mean Monday through Friday, not including holidays observed by the City.

## 3. Procedures

A. Alleged breach proceedings shall be kept informal at all levels of this procedure.

B. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.

C. If the City or Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the alleged breach shall be considered automatically appealed to the next level of the procedure.

D. If the complainant fails to comply with the complainant's time limit requirements as set forth under any of the procedure levels, the alleged breach shall be considered null and void.

E. The time limits set forth herein may be extended, provided the extension has been mutually agreed upon by the Parties in writing.

F. An alleged breach shall not be considered unless the complainant initiates the alleged breach procedure no later than ten (10) days after the complainant knew, or reasonably should have known of the action that precipitated the alleged breach.

## 4. Steps

A. The complainant shall first discuss the alleged breach with the immediate supervisor outside the designated employee group with the objective of resolving the alleged breach. If the alleged breach is not resolved within ten (10) days, a written allegation of an alleged breach may be filed with the immediate supervisor with a copy to the Deputy Human Resources Manager. To be considered, the alleged breach must be timely submitted in a timely fashion and contain, at a minimum, what contractual provision(s) of this Memorandum of

Understanding is alleged to have been violated, the facts constituting the alleged violation, and the relief sought.

B. If, after ten (10) days from the date the alleged breach is filed with the immediate supervisor the alleged breach is not resolved, an alleged breach may be filed with the Chief or his/her designee. No later than ten (10) days following receipt of the written alleged breach, the Chief or his/her designee shall hold a meeting in an attempt to resolve the alleged breach. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. Any non-City employee who is a witness will be paid by whichever party called them as a witness.

C. The Chief or his/her designee will have ten (10) days to render a decision.

D. If the alleged breach is not resolved with the Chief's decision, the alleged breach may be submitted to the City Manager. To be considered, such alleged breach must be submitted within ten (10) days of the Chief's decision. Within ten (10) days of receipt of the alleged breach, the City Manager may either render a decision or require that the alleged breach be submitted to advisory arbitration. The Parties are then required to participate in the following advisory arbitration process.

#### 5. Advisory Arbitration

A. The Arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall strike the first name from the list. The Parties shall alternatively strike names until there is one name remaining who shall be the Arbitrator.

B. The Arbitrator shall conduct the hearing as soon as possible.

C. The Arbitrator's recommendation shall be in writing and shall include the recommendation, the rationale, and if appropriate, the recommended relief. The Arbitrator shall not have the authority to expand or add to the rights employees or the Association have under the terms of this Memorandum of Understanding. The Arbitrator's recommendation shall be submitted to the City Manager and the Association President.

D. The Arbitrator's fees and costs shall be shared equally by the Parties. All other expenses shall be assumed by the Party incurring the costs, including the cost of witnesses if they are not City employees. The Parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

E. In the event that the City Manager does not require advisory arbitration, the Association may require advisory arbitration prior to appealing the City Manager's decision to the City Council. Such advisory arbitration shall be conducted pursuant to the provisions provided herein.

F. In the event that either the City Manager or the Association requires advisory arbitration, the City Manager and the Association President shall meet within ten (10) days of receipt of the advisory arbitration decision. Within ten (10) days of the meeting, the City Manager shall provide the Association with a written decision accepting, modifying or rejecting the Arbitrator's advisory decision.

6. Appeal to Mayor and City Council. If the Association President is not satisfied with the City Manager's decision, within ten (10) days of receipt of that decision the Association President may appeal to the Mayor and City Council.

## 7. Miscellaneous

A. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of an alleged breach.

B. A complainant and the Party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

C. A Unit Member, acting individually, may present an alleged breach without the intervention of the Association provided that the alleged breach has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Memorandum of Understanding.

D. If an alleged breach affects a group of two (2) or more Unit Members or involves an action or a decision by the City or the Department that has a Department-wide impact, the Association may submit the alleged breach on behalf of the affected Unit Member. If the Association presents an alleged breach for violations of this MOU, it will do so at the Chief or his/her designee's level as provided in Section 4.B of this Article.

E. All documents related to an alleged breach shall be maintained as a separate file from a Unit Member's personnel file.

F. All alleged breaches and alleged breach responses shall be filed and processed in accordance with this Memorandum of Understanding. The Association acknowledges that this provision waives any right to take such a dispute to any other tribunal.



**ARTICLE 19  
COMPLETE AGREEMENT**

The Parties agree that this is the complete and only Agreement between the Parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the Parties. This Agreement replaces any and all previous agreements between the Parties.

**ARTICLE 20  
TERM AND EFFECT**

This Memorandum shall become effective July 1, 2003, and remain in full force and effect in accordance with the provisions of Tempe City Code 2-400 et. seq. This Memorandum constitutes the total and entire agreement between the Parties and no verbal agreements shall supersede any of its provisions.

**IN WITNESS WHEREOF**, the Parties have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2003.

**CITY OF TEMPE, a municipality**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Police Association